

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF VIRGINIA (ALEXANDRIA DIVISION)**

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Eun Sook Han,  
2607 Stonehedge Dr.  
Alexandria VA 22306  
(Fairfax County)

Plaintiff

v.

Case No. \_\_\_\_\_

Friends Health Care Team, Inc.,  
R/A Rebecca T. Cho  
7535 Little River Tpke Ste 210C  
Annandale VA 22003  
(Fairfax County)

and,

Rebecca T. Cho,  
7535 Little River Tpke Ste 210C  
Annandale VA 22003  
(Fairfax County)

Defendants

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**COMPLAINT**

Plaintiff Eun Sook Han ("Han"), by and through her counsel, states as following in her Complaint under the Fair Labor Standards Act (the "FLSA"), 29 U.S.C. §§201 *et seq.*, against defendants Friends Health Care Team, Inc. ("FHCT") and Rebecca Cho ("Cho") (collectively the "Defendants"):

1. Jurisdiction is proper under 28 U.S.C. §1331 as the FLSA is a federal law.
2. Venue is proper under 28 U.S.C. §1391(b)(1) because FHCT is a Virginia corporation with its headquarters located at 7535 Little River Tpke., Ste 210, Annandale, VA 22003. In addition, upon information and belief, Cho is a resident of Fairfax County, Virginia.

3. Han was an employee of the Defendants within the meaning of the FLSA, 29 U.S.C. §203.

4. Han was an individual employed by the Defendants.

5. FHCT is a personal care provider. FHCT provides care for people who live in their own homes. FHCT provides in-home caregivers to its clients. Cho was the president and owner of FHCT during at all relevant times herein. Cho is the registered agent of FHCT. During the past three years, Cho acted directly in the interest of FHCT. Cho was the manager overseeing the day to day operation of FHCT. Cho controlled the hours and working conditions of FHCT employees, including Han.

6. Han worked as a personal care assistant ("PCA") for the Defendants. Han worked for the Defendants for the past three years. Han worked overtime hours during the past three years. The applicable dates, hours, and backpay amounts are found in the Back Pay Chart attached herewith as Exh. 1.

7. Han was, during at all times relevant herein, a non-exempt employee under the FLSA.

8. Han's job while working for the Defendants during the past three years was to provide personal care to the patients of FHCT. The care provided by Han included cleaning, cooking, running errands, doing laundry, grooming and helping with personal hygiene tasks.

9. Defendants hired Han. Defendants had control over Han as to the manner in which Han's work was performed. Defendants determined how Han's work was performed. Work performed by Han was a low-skilled work. Defendants provided specific direction for how Han should perform her work. Defendants provided training to Han. Defendants set Han's

work hours, directed him to a particular work site, required him to fill out time sheets, and could fire Han at will. Han was not permitted to hire an assistant.

10. Han's only employer during the relevant time period were the Defendants. Han did not have any opportunity for profit or loss dependent on her managerial skills. Han was paid on hourly basis at \$12.50/hour. *See* Exh. 1, Back Pay Chart for details. Han's work was time oriented, not project oriented. Han did not have the authority to make business strategy decisions to increase her profit. Han did not have an option whether to hire an assistant, whether to invest in advertisements, or whether to adjust pricing. Han did not have an option as to the jobs she could take from the Defendants. Han's earnings did not depend upon her judgement or initiatives, but on the need for her work.

11. The necessary materials for providing the personal care were provided to Han by the Defendants. The Defendants provided the walker and toileting kits as well as other hygiene products needed for Han in carrying out her job.

12. Han's work required low-skill. Han was given the training by the Defendants to perform her tasks as a PCA. However, the skill required of Han was not a high degree. In performing Han's job, no technical expertise was needed.

13. Han's working relationship with the Defendants was a permanent one. Han worked for FHCT during the past three years. Except for eight-months break during the March-October of 2019, FHCT was the only employer Han had. During all times relevant herein, Han worked full time for FHCT. During the past three years, for the most part, Han had exclusive relationship with FHCT and there was continuity.

14. As a PCA, Han's work was an integral part of FHCT's business. FHCT was a personal care provider; Han was a personal care assistant.

15. During the past three years, Cho was the owner and president of FHCT.

16. During the past three years, Cho signed all the paychecks that FHCT issued to Han.

17. During Han's employment with the Defendants, Cho gave instructions to Han as to how and where to work. Cho gave instructions as to what materials will be used in carrying out the personal care services. Cho also set the work hours and wage amounts for Han. Cho also had the power and authority to discipline Han.

18. During the past three years, FHCT was engaged in interstate commerce. It drew clients from Virginia, Maryland, Pennsylvania, and the District of Columbia. It purchased walkers, toileting kits, and other hygiene products from outside of the Commonwealth of Virginia. The Defendants communicated using telephone, facsimile machine, the U.S. mail, and computer e-mails to communicate about their business with persons in states outside of Virginia.

19. FHCT had an annual gross revenue in excess of \$500,000 during each of the past three years.

20. Han's regular hourly rate during the past three years was \$12.50.

21. Han worked a total of 8,469 hours during the past three years. Of the hours worked, 3,677 hours were overtime hours. None of the overtime hours were paid at 1.5 times the hourly rate. There were some regular hours which were not properly paid, either. The actual hours and the back pay are tabulated in Exh. 1, Back Pay Chart.

22. During at all relevant times herein, Han was entitled to overtime pay for overtime hours worked each week. Han was entitled to 1.5 times her regular rates for the overtime hours.

23. The Defendants failed to pay Han for her overtime work. Under the FLSA, the Defendants were required to pay Han 1.5 times her regular rate for each overtime hour he worked. The Defendants failed to pay Han overtime pay for at least 3,677 hours.

24. The total amount of pay that the Defendants failed to pay Han during the past three years is at least \$23,080.90.

25. Han was entitled to proper pay, including overtime pay, under the FLSA.

26. The Defendants were required to pay proper pay, including overtime pay, to Han under the FLSA.

27. The Defendants' failure to pay proper pay to Han was willful. The Defendants knew that they were required to pay overtime pay to Han, but they knowingly failed to do so.

28. Upon information and belief, the Defendants never obtained any written guidance from the U.S. Department of Labor or any state government agencies concerning their pay practices and policies.

29. Upon information and belief, the Defendants never obtained any legal advice that its overtime pay practices and/or policies were compliant with federal and state wage-hour laws.

30. The Defendants were engaged in the illegal practice in violation of the FLSA by failing to pay the overtime pay to Han.

**WHEREFORE**, the Plaintiff respectfully requests this Honorable Court to grant the following relief:

- (1) Declare that the Defendants violated the Plaintiff's rights under the FLSA;
- (2) Judgment against the Defendants, jointly and severally, pursuant to the FLSA, including: (i) an award of unpaid wages in the amount of at least \$23,080.90; (ii) an award of

liquidated damages equal to the amount of the unpaid wages; (iii) an award of reasonable attorney's fees and costs; and, (iv) an award of judgment interests; and,

(3) Other relief deemed just and proper.

Respectfully Submitted,  
Eun Sook Han  
By Counsel

/s/ James Y. Victory

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**EXH. 1**  
**BACK PAY CHART**

**BACK PAY CAHRT: Eun Sook Han, 2017-2020**

Wk	Pay Period	Pay Date	Hourly Rate	Hours Worked	OT Hours	Reg. Amount	OT Amount	Payment Due	Payment Made	Back Pay Amount
<b>2017</b>										
9	04/24/2017-05/07/2017	5/19/2017	\$12.50	119	39	\$1,000.00	\$731.25	\$1,731.25	\$1,487.50	\$243.75
10	05/08/2017-05/21/2017	6/2/2017	\$12.50	119	39	\$1,000.00	\$731.25	\$1,731.25	\$1,487.50	\$243.75
11	05/22/2017-06/04/2017	6/16/2017	\$12.50	150.5	70.5	\$1,000.00	\$1,321.88	\$2,321.88	\$1,881.25	\$440.63
12	06/05/2017-06/18/2017	6/30/2017	\$12.50	147	67	\$1,000.00	\$1,256.25	\$2,256.25	\$1,837.50	\$418.75
13	06/19/2017-07/02/2017	7/14/2017	\$12.50	143.5	63.5	\$1,000.00	\$1,190.63	\$2,190.63	\$1,793.75	\$396.88
14	07/03/2017-07/16/2017	7/28/2017	\$12.50	139.5	59.5	\$1,000.00	\$1,115.63	\$2,115.63	\$1,743.75	\$371.88
15	07/17/2017-07/30/2017	8/11/2017	\$12.50	134	54	\$1,000.00	\$1,012.50	\$2,012.50	\$1,675.00	\$337.50
16	07/31/2017-08/13/2017	8/25/2017	\$12.50	151.5	71.5	\$1,000.00	\$1,340.63	\$2,340.63	\$1,893.75	\$446.88
17	08/14/2017-08/27/2017	9/8/2017	\$12.50	148	68	\$1,000.00	\$1,275.00	\$2,275.00	\$1,850.00	\$425.00
18	08/28/2017-09/10/2017	9/22/2017	\$12.50	190	110	\$1,000.00	\$2,062.50	\$3,062.50	\$2,375.00	\$687.50
19	09/11/2017-09/24/2017	10/6/2017	\$12.50	173	93	\$1,000.00	\$1,743.75	\$2,743.75	\$2,162.50	\$581.25
20	09/25/2017-10/08/2017	10/20/2017	\$12.50	180.5	100.5	\$1,000.00	\$1,884.38	\$2,884.38	\$2,256.25	\$628.13
21	10/09/2017-10/22/2017	11/3/2017	\$12.50	191	111	\$1,000.00	\$2,081.25	\$3,081.25	\$2,387.50	\$693.75
22	10/23/2017-11/05/2017	11/17/2017	\$12.50	214	134	\$1,000.00	\$2,512.50	\$3,512.50	\$2,610.00	\$902.50
23	11/06/2017-11/19/2017	12/1/2017	\$12.50	210.5	130.5	\$1,000.00	\$2,446.88	\$3,446.88	\$2,631.25	\$815.63
24	11/20/2017-12/03/2017	12/15/2017	\$12.50	209	129	\$1,000.00	\$2,418.75	\$3,418.75	\$2,612.50	\$806.25
25	12/04/2017-12/17/2017	12/29/2017	\$12.50	167	87	\$1,000.00	\$1,631.25	\$2,631.25	\$2,087.50	\$543.75
26	12/18/2017-12/31/2017	1/12/2018	\$12.50	141	61	\$1,000.00	\$1,143.75	\$2,143.75	\$1,762.50	\$381.25



Wk	Pay Period	Pay Date	Hourly Rate	Hours Worked	OT Hours	Reg. Amount	OT Amount	Payment Due	Payment Made	Back Pay Amount
<b>2018</b>										
1	01/01/2018-01/14/2018	1/29/2018	\$12.50	125	45	\$1,000.00	\$843.75	\$1,843.75	\$1,562.50	\$281.25
2	01/15/2018-01/28/2018	2/9/2018	\$12.50	112	32	\$1,000.00	\$600.00	\$1,600.00	\$1,400.00	\$200.00
3	01/29/2018-02/11/2018	2/23/2018	\$12.50	112	32	\$1,000.00	\$600.00	\$1,600.00	\$1,400.00	\$200.00
4	02/12/2018-02/25/2018	3/9/2018	\$12.50	128	48	\$1,000.00	\$900.00	\$1,900.00	\$1,600.00	\$300.00
5	02/26/2018-03/11/2018	3/23/2018	\$12.50	141	61	\$1,000.00	\$1,143.75	\$2,143.75	\$1,762.50	\$381.25
6	03/12/2018-03/25/2018	4/6/2018	\$12.50	155	75	\$1,000.00	\$1,406.25	\$2,406.25	\$1,937.50	\$468.75
7	03/26/2018-04/08/2018	4/20/2018	\$12.50	141	61	\$1,000.00	\$1,143.75	\$2,143.75	\$1,762.50	\$381.25
8	04/09/2018-04/22/2018	5/4/2018	\$12.50	157.5	77.5	\$1,000.00	\$1,453.13	\$2,453.13	\$1,968.75	\$484.38
9	04/23/2018-05/06/2018	5/18/2018	\$12.50	144	64	\$1,000.00	\$1,200.00	\$2,200.00	\$1,800.00	\$400.00
10	05/07/2018-05/20/2018	6/1/2018	\$12.50	155.5	75.5	\$1,000.00	\$1,415.63	\$2,415.63	\$1,943.75	\$471.88
11	05/21/2018-06/03/2018	6/15/2018	\$12.50	155	75	\$1,000.00	\$1,406.25	\$2,406.25	\$1,937.50	\$468.75
12	06/04/2018-06/17/2018	6/29/2018	\$12.50	157	77	\$1,000.00	\$1,443.75	\$2,443.75	\$1,962.50	\$481.25
13	06/18/2018-07/01/2018	7/13/2018	\$12.50	156	76	\$1,000.00	\$1,425.00	\$2,425.00	\$1,950.00	\$475.00
14	07/02/2018-07/15/2018	7/27/2018	\$12.50	150	70	\$1,000.00	\$1,312.50	\$2,312.50	\$1,875.00	\$437.50
15	07/16/2018-07/29/2018	8/10/2018	\$12.50	161.5	81.5	\$1,000.00	\$1,528.13	\$2,528.13	\$1,925.00	\$603.13
16-1	07/30/2018-08/12/2018	8/24/2018	\$12.50	148	68	\$1,000.00	\$1,275.00	\$2,275.00	\$1,850.00	\$425.00
16-2	07/30/2018-08/12/2018	9/7/2018	\$12.50	13.5	13.5		\$253.13	\$253.13	\$168.75	\$84.38
17	08/13/2018-08/26/2018	9/7/2018	\$12.50	154	74	\$1,000.00	\$1,387.50	\$2,387.50	\$1,925.00	\$462.50
18	08/27/2018-09/09/2018	9/21/2018	\$12.50	159	79	\$1,000.00	\$1,481.25	\$2,481.25	\$1,987.50	\$493.75
19	09/10/2018-09/23/2018	10/5/2018	\$12.50	123	43	\$1,000.00	\$806.25	\$1,806.25	\$1,537.50	\$268.75
20	09/24/2018-10/07/2018	10/19/2018	\$12.50	123	43	\$1,000.00	\$806.25	\$1,806.25	\$1,537.50	\$268.75
21	10/08/2018-10/21/2018	11/2/2018	\$12.50	123	43	\$1,000.00	\$806.25	\$1,806.25	\$1,537.50	\$268.75
22	10/22/2018-11/04/2018	11/16/2018	\$12.50	123	43	\$1,000.00	\$806.25	\$1,806.25	\$1,537.50	\$268.75
23	11/05/2018-11/18/2018	11/30/2018	\$12.50	127	47	\$1,000.00	\$881.25	\$1,881.25	\$1,587.50	\$293.75
24	11/19/2018-12/02/2018	12/14/2018	\$12.50	121	41	\$1,000.00	\$768.75	\$1,768.75	\$1,512.50	\$256.25
25	12/03/2018-12/16/2018	12/28/2018	\$12.50	126	46	\$1,000.00	\$862.50	\$1,862.50	\$1,575.00	\$287.50
26	12/17/2018-12/30/2018	1/11/2019	\$12.50	121	41	\$1,000.00	\$768.75	\$1,768.75	\$1,512.50	\$256.25

Wk	Pay Period	Pay Date	Hourly Rate	Hours Worked	OT Hours	Reg. Amount	OT Amount	Payment Due	Payment Made	Back Pay Amount
<b>2019</b>										
1	12/31/2018-01/13/2019	1/25/2019	\$12.50	120	40	\$1,000.00	\$750.00	\$1,750.00	\$1,500.00	\$250.00
2-1	01/14/2019-01/27/2019	2/8/2019	\$12.50	110	30	\$1,000.00	\$562.50	\$1,562.50	\$1,375.00	\$187.50
2-2	01/14/2019-01/27/2020	2/22/2019	\$12.50	10	10		\$187.50	\$187.50	\$125.00	\$62.50
3	01/28/2019-02/10/2019	2/22/2019	\$12.50	120	40	\$1,000.00	\$750.00	\$1,750.00	\$1,500.00	\$250.00
22	10/21/2019-11/03/2019	11/15/2019	\$12.50	95	15	\$1,000.00	\$281.25	\$1,281.25	\$1,187.50	\$93.75
23	11/04/2019-11/17/2019	11/29/2019	\$12.50	60	0	\$750.00	\$0.00	\$750.00	\$750.00	\$0.00
24	11/18/2019-12/01/2019	12/13/2019	\$12.50	60	0	\$750.00	\$0.00	\$750.00	\$750.00	\$0.00
25	12/02/2019-12/15/2019	12/27/2019	\$12.50	144	64	\$1,000.00	\$1,200.00	\$2,200.00	\$1,800.00	\$400.00
26	12/16/2019-12/29/2019	1/10/2020	\$12.50	144	64	\$1,000.00	\$1,200.00	\$2,200.00	\$1,800.00	\$400.00
<b>2020</b>										
1	12/30/2019-01/12/2020	1/24/2020	\$12.50	144	64	\$1,000.00	\$1,200.00	\$2,200.00	\$1,800.00	\$400.00
2	01/13/2020-01/26/2020	2/7/2020	\$12.50	144	64	\$1,000.00	\$1,200.00	\$2,200.00	\$1,800.00	\$400.00
3	01/27/2020-02/09/2020	2/21/2020	\$12.50	89	9	\$1,000.00	\$168.75	\$1,168.75	\$1,112.50	\$56.25
4	02/10/2020-02/23/2020	3/6/2020	\$12.50	84	4	\$1,000.00	\$75.00	\$1,075.00	\$1,050.00	\$25.00
5	02/24/2020-03/08/2020	3/20/2020	\$12.50	108	28	\$1,000.00	\$525.00	\$1,525.00	\$1,350.68	\$174.32
6	03/09/2020-03/22/2020	4/3/2020	\$12.50	133	53	\$1,000.00	\$993.75	\$1,993.75	\$1,662.52	\$331.23
7	03/23/2020-04/05/2020	4/17/2020	\$12.50	160	80	\$1,000.00	\$1,500.00	\$2,500.00	\$2,058.40	\$441.60
*8	04/06/2020-04/19/2020	5/1/2020	\$12.50	140	60	\$1,000.00	\$1,125.00	\$2,125.00	\$1,750.00	\$375.00
*9	04/20/2020-04/23/2020	5/15/2020	\$12.50	64	32	\$400.00	\$600.00	\$1,000.00	\$800.00	\$200.00
				<b>8,469</b>	<b>3,677</b>	<b>\$59,900.00</b>	<b>\$68,943.75</b>	<b>\$128,843.75</b>	<b>\$105,762.85</b>	<b>\$23,080.90</b>

\* Note: Weeks 8 & 9, 2020 are based on estimates.